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MidwestMarketing

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Exhibit  
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## TELEMARKETING AGREEMENT

between MMGI and SANTANNA ENERGY SERVICES (SES)

When executed by all parties in the space provided below THIS AGREEMENT entered into this 8<sup>th</sup> Day of April 2002, between MMGI ("Company"), 1114 Hills Rd, Fremont, NE 68025 and SANTANNA ENERGY SERVICES ("Client"), 6907 Capital of Texas Highway, Suite 332, Austin, TX 78731, under which MMGI agrees to perform telemarketing services on the following terms and conditions:

1. MMGI shall provide the telephone equipment, facilities, and personnel necessary to execute the described telemarketing program exclusively for Client for this specific program. MMGI will not telemarket for a competitor of Client's in this marketplace while telemarketing for Client.
2. The telemarketing program shall consist of calling outbound into the Peoples and North Shore Gas service area to a commercial and industrial (C&I) prospect database and accepting inbound residential phone calls for the purpose of converting them to Client's program and obtaining certain information.
3. Client will provide leads. Leads will provide name of prospect, address and telephone number.
4. Calling is scheduled to begin on May 1, 2002, and will continue indefinitely.
5. MMGI shall report electronically the results of the program on a daily basis to Client and require electronic confirmation of receipt. Reports will be designed and created by Client. Calling activity will take place between 8 a.m. and 9 p.m. CST, Monday - Friday, and 10 a.m. and 6 p.m. CST on Saturday. Reporting format will be a spreadsheet provided by Santanna. Daily reconciliation between submitted and billable accounts will take place daily. Daily activity will be reported by 10:00 a.m. CST the following day.
6. The fees for MMGI to perform the telemarketing program are identified on Exhibit "A" to this agreement. Client will receive billing BI-weekly for all billable accounts submitted up to the billing date. Client shall pay within 7 working days of receipt of billing.
7. MMGI Telephone Sales Representatives shall conduct themselves in a professional manner and in the best interests of the Client at all times, and shall use their best efforts to be knowledgeable in the details of the Client's telemarketing program as well as in overall aspects of the Client's organization.
8. The parties agree that the information exchanged as part of this agreement shall be treated as proprietary and confidential information including, but not limited to, names, lists, and telephone numbers.

## OFFICIAL FILE

ILL. C. C. DOCKET NO. 02-0441AG Cross Exhibit No. 4

Witness \_\_\_\_\_

SES ICC 362

Date 8/28/02 Reporter CB

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9. All scripts and responses created through the program are the sole property of the Client. Scripts shall be prepared by the Client. MMGI will record each customer order and time and date stamped recorded conversations will be shipped on a weekly basis (or as required by Client), including the database that details where each customer verification can be found. Recordings will be of sufficient quality that an experienced transcriber can transcribe continuously. MMGI will refund SES for taped confirmations that are not transcribable.
10. MMGI shall not be liable to Client for its failure to perform under this agreement in an amount in excess of the sums paid MMGI by Client for the services rendered. In no event shall MMGI be liable for any special, indirect, or consequential damages including specifically, but without limitations, loss of anticipated profits, loss of use, loss of revenue, cost of replacement services, claims of customers or any third parties or damages resulting from the services provided by MMGI.
11. This agreement will be binding upon MMGI and Client only when signed by a duly authorized officer of MMGI and Client respectively. Either party may cancel this agreement by giving 24-hour notice.
12. If any provision of this agreement is declared invalid or unenforceable by any Court of competent jurisdiction, this agreement shall be considered divisible as to such provision and all other provisions of this agreement shall remain in full force and effect.
13. This agreement and the exhibits and attachments thereto shall be governed by the laws of the State of Illinois and constitute the complete statement of the agreement between Client and MMGI with respect to the services to be provided. No representation or statements not contained in this agreement shall be binding upon either party. The foregoing terms and conditions shall prevail notwithstanding any variance to the terms and conditions by an order submitted by Client.
14. Client represents and warrants to MMGI that all scripts approved by Client completely and accurately describe the products and/or services being offered to the prospects pursuant to the solicitations to be made by MMGI under this agreement, and that all such scripts and product descriptions comply with all applicable federal, state and local laws, rules, regulations and ordinances. Company agrees to adhere to client approved scripts and not deviate in a manner that alters the authorized offer. MMGI shall monitor and assure that the representations of its staff to prospective clients, and all others, are accurate representations of the program furnished and approved by Santanna.

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15. Client represents and warrants to MMGI that Client is fully authorized to provide the products and/or services being offered to the prospects pursuant to the solicitations to be made by MMGI under this agreement. Client further represents and warrants to MMGI that all products and/or services to be provided by Client to the prospects will fully comply with all applicable federal, state and local laws, rules and regulations.

16.

Notice to Company:  
MMGI  
1114 Hills Rd  
Fremont, NE 68025

Notice to Client:  
Santanna Energy Services  
6907 Capital of Texas Highway, Ste. 332  
Austin, TX 78731

17. It is expressly understood that MMGI is an independent contractor and that no employment relationships exist between MMGI and Client. Accordingly, Client and MMGI shall have no liability whatever with respect to any employee of the other party.
18. MMGI agrees to handle all data provided to it with care and maintain security and confidentiality where all data is concerned. This includes new elements of data secured through the phone call activity. MMGI will format all data used in the project and transmit to client per client's requirements. Samples of data formats will be provided as soon as possible.

ACCEPTED AND AGREED TO:

MMGI

By: Matt J. Flaherty  
Title: President  
Date: 4/10/02

ACCEPTED AND AGREED TO:

SANTANNA ENERGY SERVICES

By: Tommy L. Smith  
Title: V.P.  
Date: 4/10/02

SES ICC 364

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**EXHIBIT "A"**

Set up Charge, non-recurring (Outbound)	Waived
Telephone Calling	\$ 50.00 per C & I account submitted* \$ 25.00 per residential account submitted*
Faxing of Customer information	No charge
List Purchase	To be provided by Client
Training	Included
Transportation	At MMGI
Clerical	Waived
Telephone Sales Representatives Training	Included
Scripting	To be provided by Client

\*Definition of a submitted account: The MMGI representative will secure an agreement by the customer to participate in the program with SES. MMGI will capture the customer's Peoples and North Shore Gas account number/s and meter numbers, contact name, address, phone number, fax number, email address and a transcribable time and date stamped taped confirmation of said agreement. MMGI shall deliver the data and tapes to Client for payment as described in this agreement. Customers with multiple locations who have multiple Peoples and North Shore Gas customer account numbers will count as a sale for each account number. Multiple accounts at a single or sequential address will count as one sale. Final payment will only be made for accounts for which SES has received notification from Peoples and North Shore of the account acceptance into the Choices For You Program. Accounts that cancel within 60 days of submittal will not be eligible for payment. Accounts initially rejected by Peoples and North Shore Gas will be returned to MMGI to correct the problem. If the problem has not been corrected, resubmitted and accepted by Peoples and North Shore Gas within 30 days of initial rejection, account will not be eligible for payment and SES has no further liability to Company related to this account.

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**TELEMARKETING AGREEMENT**

between MMGI and SANTANNA ENERGY SERVICES (SES)

When executed by all parties in the space provided below THIS AGREEMENT entered into this 13 February 2002, between MMGI ("Company"), 1114 Hills Rd, Fremont, NE 68025 and SANTANNA ENERGY SERVICES ("Client"), 6907 Capital of Texas Highway, Suite 332, Austin, TX 78731, under which MMGI agrees to perform telemarketing services on the following terms and conditions:

1. MMGI shall provide the telephone equipment, facilities, and personnel necessary to execute the described telemarketing program exclusively for Client for this specific program. MMGI will not telemarket for a competitor of Client's in this marketplace while telemarketing for Client.
2. The telemarketing program shall consist of calling into the Nicor Gas service area to a commercial and industrial (C&I) prospect database for the purpose of converting them to Client's program and obtaining certain information.
3. Client will provide leads. Leads will provide name of prospect, address and telephone number.
4. Calling is scheduled to begin on March 1, 2002, but may begin as early as February 15, 2002, and continue indefinitely. Client will provide final start date.
5. MMGI shall report electronically the results of the program on a daily basis to Client and require electronic confirmation of receipt. Reports will be designed and created by Client. Calling activity will take place between 8 a.m. and 9 p.m. CST, Monday – Friday, and 10 a.m. and 6 p.m. CST on Saturday. Reporting format will be a spreadsheet provided by Santanna. Daily reconciliation between submitted and billable accounts will take place daily, activity will be reported by 10:00 a.m. CST the following day.
6. The fees for MMGI to perform the telemarketing program are identified on Exhibit "A" to this agreement. Client will receive billing BI-weekly for all accounts submitted up to the billing date. Client shall pay within 7 working days of receipt of billing.
7. MMGI Telephone Sales Representatives shall conduct themselves in a professional manner and in the best interests of the Client at all times, and shall use their best efforts to be knowledgeable in the details of the Client's telemarketing program as well as in overall aspects of the Client's organization.
8. The parties agree that the information exchanged as part of this agreement shall be treated as proprietary and confidential information including, but not limited to, names, lists, and telephone numbers.

*Mo*  
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SES ICC 366

9. All scripts and responses created through the program are the sole property of the Client. Scripts shall be prepared by the Client. MMGI will record each customer order and time and date stamped recorded conversations will be shipped on a weekly basis (or as required by Client), including the database that details where each customer verification can be found. Recordings will be of sufficient quality that an experienced transcriber can transcribe continuously. MMGI will refund SES for taped confirmations that are not transcribable.
10. MMGI shall not be liable to Client for its failure to perform under this agreement in an amount in excess of the sums paid MMGI by Client for the services rendered. In no event shall MMGI be liable for any special, indirect, or consequential damages including specifically, but without limitations, loss of anticipated profits, loss of use, loss of revenue, cost of replacement services, claims of customers or any third parties or damages resulting from the services provided by MMGI.
11. This agreement will be binding upon MMGI and Client only when signed by a duly authorized officer of MMGI and Client respectively. Either party may cancel this agreement by giving 24-hour notice.
12. If any provision of this agreement is declared invalid or unenforceable by any Court of competent jurisdiction, this agreement shall be considered divisible as to such provision and all other provisions of this agreement shall remain in full force and effect.
13. This agreement and the exhibits and attachments thereto shall be governed by the laws of the State of Illinois and constitute the complete statement of the agreement between Client and MMGI with respect to the services to be provided. No representation or statements not contained in this agreement shall be binding upon either party. The foregoing terms and conditions shall prevail notwithstanding any variance to the terms and conditions by an order submitted by Client.
14. Client represents and warrants to MMGI that all scripts approved by Client completely and accurately describe the products and/or services being offered to the prospects pursuant to the solicitations to be made by MMGI under this agreement, and that all such scripts and product descriptions comply with all applicable federal, state and local laws, rules, regulations and ordinances. Company agrees to adhere to client approved scripts and not deviate in a manner that alters the authorized offer. MMGI shall monitor and assure that the representations of its staff to prospective clients, and all others, are accurate representations of the program furnished and approved by Santanna.

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15. Client represents and warrants to MMGI that Client is fully authorized to provide the products and/or services being offered to the prospects pursuant to the solicitations to be made by MMGI under this agreement. Client further represents and warrants to MMGI that all products and/or services to be provided by Client to the prospects will fully comply with all applicable federal, state and local laws, rules and regulations.

16.

Notice to Company:  
MMGI  
1114 Hills Rd  
Fremont, NE 68026

Notice to Client:  
Santanna Energy Services  
6907 Capital of Texas Highway, Ste. 332  
Austin, TX 78731

17. It is expressly understood that MMGI is an independent contractor and that no employment relationships exist between MMGI and Client. Accordingly, Client and MMGI shall have no liability whatever with respect to any employee of the other party.
18. MMGI agrees to handle all data provided to it with care and maintain security and confidentiality where all data is concerned. This includes new elements of data secured through the phone call activity. MMGI will format all data used in the project and transmit to client per their requirements. Samples of data formats will be provided as soon as possible.

ACCEPTED AND AGREED TO:

MMGI

By: Matt O'Flaherty  
Title: President  
Date: 02-14-02

ACCEPTED AND AGREED TO:

SANTANNA ENERGY SERVICES

By: [Signature]  
Title: [Signature]  
Date: 2/14/02

SES ICC 368

**EXHIBIT "A"**

Set up Charge, non-recurring (Outbound)	Waived
Telephone Calling	\$50.00 per account submitted*
Faxing of Customer information	No charge
List Purchase	To be provided by Client
Training	Included
Transportation	At MMGI
Clerical	Waived
Telephone Sales Representatives Training	Included
Scripting	To be provided by Client

\*Definition of a submitted account: The MMGI representative will secure an agreement by the customer to participate in the program with SES. MMGI will capture the customer's Nicor Gas account number/s and meter numbers, contact name, address, home phone number, fax number, email address and a transcribable time and date stamped taped confirmation of said agreement. MMGI shall deliver the data and tapes to Client for payment as described in this agreement. Customers with multiple locations who have multiple Nicor Gas customer account numbers will count as a sale for each account number. Multiple accounts at a single or sequential address will count as one sale. Final payment will only be to accounts that SES has approved as a customer by Nicor Gas. Accounts that cancel within 60 days of submittal will not be eligible for payment. Accounts initially rejected by Nicor Gas will be returned to MMGI to correct problem, if problem has not been corrected, resubmitted and accepted by Nicor Gas within 30 days of initial rejection, account will not be eligible for payment.

SES ICC 369

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**DOOR TO DOOR MARKETING AGREEMENT**

Between CONSUMER CHOICE, INC. (CCI) and SANTANNA ENERGY SERVICES (SES)

When executed by all parties in the space provided below THIS AGREEMENT entered into this 10<sup>th</sup> day of April 2002, between CONSUMER CHOICE, INC. (Hereinafter referred to as "CCI"), 2200 Michener Street, Suite 13, Philadelphia, PA 19115, and SANTANNA ENERGY SERVICES (Hereinafter Referred to as "SES"), 6907 Capital of Texas Highway, Suite 332, Austin, TX 78731, under which CCI agrees to perform marketing services on the following terms and conditions:

WHEREAS, SES wishes to contract with CCI to perform Door-to-Door sales of SES' services to Residential consumers; and

WHEREAS, CCI agrees to perform door-to-door sales of retail services of SES to Residential consumers;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements set forth herein, SES and CCI agree as follows:

1. **Description of Services:** CCI shall provide the equipment, facilities, and personnel necessary to procure new residential customers for SES through a targeted Door-to-Door marketing program exclusively for SES. CCI will not market for a competitor of SES in this marketplace while marketing for SES.
2. **Territory:** The marketing program shall consist of door-to-door sales in the Nicor Gas service area to a residential prospect database for the purpose of converting them to SES' program and obtaining certain information. Additional utility service areas may subsequently be added to this agreement by an addendum(s) executed by both parties. SES will designate towns that CCI will work in; only prospects in these towns will be accepted for submission. These towns are to be listed in Exhibit B by SES.
3. **Term:** Work is scheduled to begin on April 10, 2002. This Agreement shall be for a term of one year from the date this Agreement is signed by both parties. SES may evaluate CCI's performance weekly for volume and quality of customers, and SES may terminate this Agreement at any time for any reason with 30 days written notice.
4. **Breach & Cure:** In the instance of Breach in Contract of any item contained herein, each party agrees to provide the other with a period of fourteen (14) days to cure the aforementioned Breach. Inability to cure this breach can result in termination of the agreement after the specified period to provide cure.
5. **Reporting:** On a daily basis, and by 10:00 am CST, the results of the program will be electronically transmitted to SES. Subsequent reporting will be designed and created by SES in spreadsheet format. Reconciliation between submitted and billable accounts will take place daily. Sales activity may take place between 8 am and 9 p.m. CST Monday through Sunday. Reporting format will be a spreadsheet provided by Santanna.
6. **Compensation:** The fees for CCI to acquire new customers for SES are identified on Exhibit "A" to this agreement. SES will receive billing from CCI with each UPS delivery of original customer enrollments and corresponding electronic file for all billable accounts submitted up to a specified cutoff weekly billing date. Client shall pay within 7 working days of receipt of billing. I.E. - Everything received by SES by Friday at Noon will be paid to CCI the following Friday via Wire Transfer.
7. **Code of Conduct:** CCI Sales Representatives shall conduct themselves in a professional manner and in the best interests of SES at all times, and shall use their best efforts to be knowledgeable in the details of SES' marketing program as well as in overall aspects of the SES' organization. CCI has been provided

E. H. O. L. W. @ Consumer Choice Inc. Cam

SES ICC 370

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Nicor's list of requirements for door-to-door sales and will comply with all points. If CCI fails to comply completely, in SES' sole opinion, with Nicor's requirements, CCI agrees to pay for any direct cost incurred by SES and submitted to CCI, related to such failure to comply, up to 100% of any monies paid to CCI by SES. This language does not limit, nor does any other language in this agreement, either party's remedies under law.

8. **Confidentiality:** In the course of providing services under this Agreement SES acknowledges that SES will have access to certain confidential and proprietary information of CCI, including but not limited to sales processes, sales methods, sales scripts, demographic information, and financial data. SES acknowledges and agrees that the disclosure of this proprietary and confidential information to third parties, or its use for purposes other than performing the obligations of this Agreement, is a material breach of this Agreement that will have a grievous effect on CCI's business. CCI shall have the right, in addition to any remedy available under the law with regard to a breach of this Agreement, to equitable and injunctive relief as well as money damages. Additionally, in the course of providing services under this Agreement CCI acknowledges that it will have access to certain confidential and proprietary information of SES, including but not limited to sales processes, sales methods, sales scripts, demographic information, and financial data. CCI acknowledges and agrees that the disclosure of this proprietary and confidential information to third parties, or its use for purposes other than performing the obligations of this Agreement, is a material breach of this Agreement that will have a grievous effect on SES' business. SES shall have the right, in addition to any remedy available under the law with regard to a breach of this Agreement, to equitable and injunctive relief as well as money damages.
9. **Non-Piracy Obligations:** During the term of this Agreement, and for a period of twelve (12) months thereafter, SES will not approach, counsel, induce, or solicit any person or company in the employ of CCI to perform services contemplated in this Agreement, nor shall SES contract with or hire any person or company who is an independent agent, contractor, dealer, or sub-dealer of CCI to perform services provided under this Agreement.
10. **Scripting:** Scripts shall be generated by CCI and approved by SES.
11. **Liability:** CCI shall not be liable to SES for its failure to perform under this agreement in an amount in excess of the sums paid CCI by SES for the services rendered. In no event shall CCI be liable for any special, indirect, or consequential damages including specifically, but without limitations, loss of anticipated profits, loss of use, loss of revenue, cost of replacement services, claims of customers or any third parties or damages resulting from the services provided by CCI.
12. This agreement will be binding upon CCI and SES only when signed by a duly authorized officer of CCI and SES respectively.
13. **Force Majeure:** In the event that either party shall be prevented from performing any of its obligations under the terms of this Agreement by an act of God, acts of war, riot, or civil commotion, an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, that party shall be excused from performance of the obligations and undertakings set forth under the terms of this Agreement for such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
14. **Severability:** If any Court of competent jurisdiction declares any provision of this agreement invalid or unenforceable, this agreement shall be considered divisible as to such provision and all other provisions of this agreement shall remain in full force and effect.
15. **Illinois Laws to Apply (Venue):** The laws of the State of Illinois thereto shall govern this agreement, and the resulting exhibits and attachments, and constitute the complete statement of the agreement between

SES and CCI with respect to the services to be provided. No representation or statements not contained in this agreement shall be binding upon either party. The foregoing terms and conditions shall prevail notwithstanding any variance to the terms and conditions by an order submitted by SES.

16. **Representation & Compliance:** SES represents and warrants to CCI that all scripts approved by SES completely and accurately describe the products and/or services being offered to the prospects pursuant to the solicitations to be made by CCI under this agreement, and that all such scripts and product descriptions comply with all applicable federal, state and local laws, rules, regulations and ordinances. CCI agrees to adhere to SES approved scripts and not deviate in a manner that alters the authorized offer. CCI shall monitor and assure that the representations of its staff to prospective SES customers, and all others, are accurate representations of the program furnished and approved by SES. Furthermore, SES represents and warrants to CCI that SES is fully authorized to provide the products and/or services being offered to the prospects pursuant to the solicitations to be made by CCI under this agreement. SES further represents and warrants to CCI that all products and/or services to be provided by SES to the prospects will fully comply with all applicable federal, state and local laws, rules and regulations.

17. **Notice to CCI:**

Consumer Choice, Inc.  
2200 Michener Street, Suite 13  
Philadelphia, PA 19115

**Notice to SES:**

Santanna Energy Services  
6907 Capital of Texas Highway, Ste. 332  
Austin, TX 78731

18. **Independent Contractor Status:** It is expressly understood that CCI is an independent contractor and that no employment relationships exist between CCI and SES. Accordingly, SES and CCI shall have no liability whatever with respect to any employee of the other party.

19. **Customer Data & Confidentiality:** CCI agrees to handle all data provided to it with care and maintain security and confidentiality where all data is concerned. This includes new elements of data secured through phone call activity or door-to-door sales activity. CCI will format all data used in the project and transmit to SES per SES' requirements. Samples of data formats will be provided as soon as possible.

**ACCEPTED AND AGREED TO:**

**CONSUMER CHOICE, INC.**

By: Alvin Ford

Title: President & C.E.O

Date: 04-10-02

**ACCEPTED AND AGREED TO:**

**SANTANNA ENERGY SERVICES**

By: Greg Smith

Title: V.P.

Date: 4/10/02

**EXHIBIT "A"**

Set up Charge, non-recurring (Outbound)	N/A
Door to Door Marketing Program .....	\$25.00 per account submitted*
Training	Included
Transportation	CCI Independent Contractors
Clerical	Included
Scripting	To be approved by Client
Third Party Verification	N/A

**\* Definition of a submitted account:**

1. The CCI representative will secure an agreement by the customer to participate in the program with SES. CCI will capture/obtain the customer's:
  - a. Nicor Gas account number/s and meter numbers, or the residential telephone number and last 4 digits of the social security number of the person that set up the gas account in the residence
  - b. Contact name, address, home phone number, fax number, email address
  - c. Signed contract
2. CCI shall deliver the data to SES for payment as described in this agreement. Final payment will only be made for accounts for which SES has received notification from Nicor Gas of the account acceptance into the residential Customer Select Program.
3. Accounts that cancel within 60 days of submittal will not be eligible for payment.
4. Accounts initially rejected by Nicor Gas will be returned to CCI to correct the problem. If the problem has not been corrected, resubmitted and accepted by Nicor Gas within 30 days of initial rejection, the account will not be eligible for payment and SES has no further liability to CCI related to this account.

## DOOR TO DOOR MARKETING AGREEMENT

between ENERGY MARKETING SERVICES, INC. (EMS) and SANTANNA ENERGY SERVICES (SES)

When executed by all parties in the space provided below THIS AGREEMENT entered into this 4<sup>th</sup> day of April 2002, between ENERGY MARKETING SERVICES, INC. ("Company"), 354 N. Broadway, Salem, NH 03079 and SANTANNA ENERGY SERVICES ("Client"), 6907 Capital of Texas Highway, Suite 332, Austin, TX 78731, under which ENERGY MARKETING SERVICES, INC. agrees to perform marketing services on the following terms and conditions:

1. ENERGY MARKETING SERVICES, INC. shall provide the equipment, facilities, and personnel necessary to execute the described Door to Door marketing program exclusively for Client for this specific program. EMSI will not market for a competitor of Client's in this marketplace while marketing for Client.
2. The marketing program shall consist of Door to Door sales in the Nicor Gas service area to a residential prospect database for the purpose of converting them to Clients program and obtaining certain information.
3. Client will designate towns that company will work in, only prospects in these towns will be accepted for submittal.
4. Work is scheduled to begin on April 15, 2002, and will continue indefinitely.
5. ENERGY MARKETING SERVICES, INC. shall report electronically the results of the program on a daily basis to Client and require electronic confirmation of receipt. Reports will be designed and created by Client. Sales activity will take place between 8:00 a.m. and 9 p.m. CST, Monday - Saturday. Reporting format will be a spreadsheet provided by Santanna. Daily reconciliation between submitted and billable accounts will take place daily. Daily activity will be reported by 10:00 a.m. CST the following day.
6. The fees for ENERGY MARKETING SERVICES, INC. to perform the marketing program are identified on Exhibit "A" to this agreement. Client will receive billing BI-weekly for all billable accounts submitted up to the billing date. Client shall pay within 7 working days of receipt of billing.
7. ENERGY MARKETING SERVICES, INC. Sales Representatives shall conduct themselves in a professional manner and in the best interests of the Client at all times, and shall use their best efforts to be knowledgeable in the details of the Client's marketing program as well as in overall aspects of the Client's organization. Company has been provided Nicor's list of requirements for Door to Door sales and will comply with all points. If Company fails to comply completely, in Client's sole opinion, with Nicor's list of requirement, Company agrees to pay for any direct cost incurred by Client and submitted to Company, related to such failure to comply, up to 100% of any monies paid to the Company by Client. This language does not limit, not does any other language in this agreement, either parties remedies under the law.
8. The parties agree that the information exchanged as part of this agreement shall be treated as proprietary and confidential information including, but not limited to, names, lists, and telephone numbers.

SES ICC 374

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503-894-5975

EMS

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9. All scripts and responses created through the program are the sole property of the Client. Scripts shall be prepared by the Client.
10. ENERGY MARKETING SERVICES, INC. shall not be liable to Client for its failure to perform under this agreement in an amount in excess of the sums paid ENERGY MARKETING SERVICES, INC. by Client for the services rendered. In no event shall ENERGY MARKETING SERVICES, INC. be liable for any special, indirect, or consequential damages including specifically, but without limitations, loss of anticipated profits, loss of use, loss of revenue, cost of replacement services, claims of customers or any third parties or damages resulting from the services provided by ENERGY MARKETING SERVICES, INC.
11. This agreement will be binding upon ENERGY MARKETING SERVICES, INC. and Client only when signed by a duly authorized officer of ENERGY MARKETING SERVICES, INC. and Client respectively. Either party may cancel this agreement by giving 24-hour notice.
12. If any provision of this agreement is declared invalid or unenforceable by any Court of competent jurisdiction, this agreement shall be considered divisible as to such provision and all other provisions of this agreement shall remain in full force and effect.
13. This agreement and the exhibits and attachments thereto shall be governed by the laws of the State of Illinois and constitute the complete statement of the agreement between Client and ENERGY MARKETING SERVICES, INC. with respect to the services to be provided. No representation or statements not contained in this agreement shall be binding upon either party. The foregoing terms and conditions shall prevail notwithstanding any variance to the terms and conditions by an order submitted by Client.
14. Client represents and warrants to ENERGY MARKETING SERVICES, INC. that all scripts approved by Client completely and accurately describe the products and/or services being offered to the prospects pursuant to the solicitations to be made by ENERGY MARKETING SERVICES, INC. under this agreement, and that all such scripts and product descriptions comply with all applicable federal, state and local laws, rules, regulations and ordinances. Company agrees to adhere to client approved scripts and not deviate in a manner that alters the authorized offer. ENERGY MARKETING SERVICES, INC. shall monitor and assure that the representations of its staff to prospective clients, and all others, are accurate representations of the program furnished and approved by Santanna.

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*JK*

SES ICC 375

15. Client represents and warrants to ENERGY MARKETING SERVICES, INC. that Client is fully authorized to provide the products and/or services being offered to the prospects pursuant to the solicitations to be made by ENERGY MARKETING SERVICES, INC. under this agreement. Client further represents and warrants to ENERGY MARKETING SERVICES, INC. that all products and/or services to be provided by Client to the prospects will fully comply with all applicable federal, state and local laws, rules and regulations.

16.

**Notice to EMSI:**

ENERGY MARKETING SERVICES, INC.  
254 N. Broadway  
Salem, NH 03079

**Notice to Client:**


Santanna Energy Services  
6907 Capital of Texas Highway, Ste. 332  
Austin, TX 78731

17. It is expressly understood that ENERGY MARKETING SERVICES, INC. is an independent contractor and that no employment relationships exist between ENERGY MARKETING SERVICES, INC. and Client. Accordingly, Client and ENERGY MARKETING SERVICES, INC. shall have no liability whatever with respect to any employee of the other party.

18. ENERGY MARKETING SERVICES, INC. agrees to handle all data provided to it with care and maintain security and confidentiality where all data is concerned. This includes new elements of data secured through phone call activity or door to door sales activity. ENERGY MARKETING SERVICES, INC. will format all data used in the project and transmit to client per client's requirements. Samples of data formats will be provided as soon as possible.


**ACCEPTED AND AGREED TO:**

ENERGY MARKETING SERVICES, INC.

By:   
Title: Vice Pres  
Date: 4-12-02

**ACCEPTED AND AGREED TO:**

SANTANNA ENERGY SERVICES

By:   
Title: VP  
Date: 4/12/02

*pure*

SES ICC 376

## EXHIBIT "A"

Set up Charge, non-recurring (Outbound)	Waived
Door to Door Marketing Program	\$25.00 per account submitted*
Training	Included
Transportation	ENERGY MARKETING SERVICES, INC.
Clerical	Included
Scripting	To be provided by Client

\*Definition of a submitted account: The ENERGY MARKETING SERVICES, INC. representative will secure an agreement by the customer to participate in the program with SES. EMSI will capture the customer's Nicor Gas account number/s and meter numbers, or the residential telephone number and last 4 digits of the social security number of the person that set up the gas account in the residence, contact name, address, home phone number, fax number, email address, and a signed contract. EMSI shall deliver the data to Client for payment as described in this agreement. Final payment will only be made for accounts for which SES has received notification from Nicor Gas of the account acceptance into the residential Customer Select Program. Accounts that cancel within 60 days of submittal will not be eligible for payment. Accounts initially rejected by Nicor Gas will be returned to EMSI to correct the problem. If the problem has not been corrected, resubmitted and accepted by Nicor Gas within 30 days of initial rejection, account will not be eligible for payment and SES has no further liability to Company related to this account.

*Handwritten signature/initials*

SES ICC 377

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5755-894-5875

EMS APR 12 02 11:38a

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Apr-12-02 03:59P Ron Brown

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## TELEMARKETING AGREEMENT

between S &amp; D MARKETING, INC. (SDMI) and SANTANNA ENERGY SERVICES (SES)

When executed by all parties in the space provided below THIS AGREEMENT entered into this 8<sup>th</sup> Day of April 2002, between S & D MARKETING, INC. ("Company"), 2200 Michener Street, Suite # 11, Philadelphia, PA 19115-4374, and SANTANNA ENERGY SERVICES ("Client"), 6907 Capital of Texas Highway, Suite 332, Austin, TX 78731, under which S & D MARKETING, INC. agrees to perform telemarketing services on the following terms and conditions:

1. S & D MARKETING, INC. shall provide the telephone equipment, facilities, and personnel necessary to execute the described telemarketing program exclusively for Client for this specific program. SDMI will not telemarket for a competitor of Client's in this marketplace while telemarketing for Client.
2. The telemarketing program shall consist of calling into the Peoples and North Shore Gas service area to a residential prospect database for the purpose of converting them to Client's program and obtaining certain information.
3. Client will provide leads. Leads will provide name of prospect, address and telephone number.
4. Calling is scheduled to begin on May 1, 2001, and will continue indefinitely.
5. S & D MARKETING, INC. shall report electronically the results of the program on a daily basis to Client and require electronic confirmation of receipt. Reports will be designed and created by Client. Calling activity will take place between 5 p.m. and 9 p.m. CST, Monday-Friday, and 10 a.m. and 6 p.m. CST on Saturday. Reporting format will be a spreadsheet provided by Santanna. Daily reconciliation between submitted and billable accounts will take place daily. Daily activity will be reported by 10:00 a.m. CST the following day.
6. The fees for S & D MARKETING, INC. to perform the telemarketing program are identified on Exhibit "A" to this agreement. Client will receive billing BI-weekly for all billable accounts submitted up to the billing date. Client shall pay within 7 working days of receipt of billing.
7. S & D MARKETING, INC. Telephone Sales Representatives shall conduct themselves in a professional manner and in the best interests of the Client at all times, and shall use their best efforts to be knowledgeable in the details of the Client's telemarketing program as well as in overall aspects of the Client's organization.
8. The parties agree that the information exchanged as part of this agreement shall be treated as proprietary and confidential information including, but not limited to, names, lists, and telephone numbers.
9. All scripts and responses created through the program are the sole property of the Client. Scripts shall be prepared by the Client. SDMI will record each customer order and time and date stamped recorded conversations will be shipped on a weekly basis (or as required by Client), including the database that details where each customer verification can be found. Recordings will be of sufficient quality that an experienced transcriber can transcribe continuously. SDMI will refund SES for taped confirmations that are not transcribable.

*F. Dicamillo e S. Marketing, Inc.*

SES ICC 378

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Apr-12-02 03:59P Ron Brown

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10. S & D MARKETING, INC. shall not be liable to Client for its failure to perform under this agreement in an amount in excess of the sums paid S & D MARKETING, INC. by Client for the services rendered. In no event shall S & D MARKETING, INC. be liable for any special, indirect, or consequential damages including specifically, but without limitations, loss of anticipated profits, loss of use, loss of revenue, cost of replacement services, claims of customers or any third parties or damages resulting from the services provided by S & D MARKETING, INC.
11. This agreement will be binding upon S & D MARKETING, INC. and Client only when signed by a duly authorized officer of S & D MARKETING, INC. and Client respectively. Either party may cancel this agreement by giving 24 hours notice.
12. If any provision of this agreement is declared invalid or unenforceable by any Court of competent jurisdiction, this agreement shall be considered divisible as to such provision and all other provisions of this agreement shall remain in full force and effect.
13. This agreement and the exhibits and attachments thereto shall be governed by the laws of the State of Illinois and constitute the complete statement of the agreement between Client and S & D MARKETING, INC. with respect to the services to be provided. No representation or statements not contained in this agreement shall be binding upon either party. The foregoing terms and conditions shall prevail notwithstanding any variance to the terms and conditions by an order submitted by Client.
14. Client represents and warrants to S & D MARKETING, INC. that all scripts approved by Client completely and accurately describe the products and/or services being offered to the prospects pursuant to the solicitations to be made by S & D MARKETING, INC. under this agreement, and that all such scripts and product descriptions comply with all applicable federal, state and local laws, rules, regulations and ordinances. Company agrees to adhere to client approved scripts and not deviate in a manner that alters the authorized offer. S & D MARKETING, INC. shall monitor and assure that the representations of its staff to prospective clients, and all others, are accurate representations of the program furnished and approved by Santanna.
15. Client represents and warrants to S & D MARKETING, INC. that Client is fully authorized to provide the products and/or services being offered to the prospects pursuant to the solicitations to be made by S & D MARKETING, INC. under this agreement. Client further represents and warrants to S & D MARKETING, INC. that all products and/or services to be provided by Client to the prospects will fully comply with all applicable federal, state and local laws, rules and regulations.
16. Notice:

**Notice to SDMI:**

Shai Fishman, President  
S & D MARKETING, INC.  
2200 Michener Street, Suite 11  
Philadelphia, PA 19115-4374

**Notice to Client:**

Santanna Energy Services  
6907 Capital of Texas Highway, Ste. 332  
Austin, TX 78731

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17. It is expressly understood that S & D MARKETING, INC. is an independent contractor and that no employment relationships exist between S & D MARKETING, INC. and Client. Accordingly, Client and S & D MARKETING, INC. shall have no liability whatever with respect to any employee of the other party.
18. S & D MARKETING, INC. agrees to handle all data provided to it with care and maintain security and confidentiality where all data is concerned. This includes new elements of data secured through the phone call activity. S & D MARKETING, INC. will format all data used in the project and transmit to client per client's requirements. Samples of data formats will be provided as soon as possible.

ACCEPTED AND AGREED TO:  
S & D MARKETING, INC.

By: Adam M. Brown  
Title: C.O.O.  
Date: 4-12-02

ACCEPTED AND AGREED TO:  
SANTANNA ENERGY SERVICES

By: [Signature]  
Title: VP  
Date: 4/12/02

SES ICC 380

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Apr-12-02 04:00P Ron Brown

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**EXHIBIT "A"**

Set up Charge, non-recurring (Outbound)	Waived
Telephone Calling	\$25.00 per account submitted*
Faxing of Customer information	No charge
List Purchase	To be provided by Client
Training	Included
Transportation	AI S & D MARKETING, INC.
Clerical	Waived
Telephone Sales Representatives Training	Included
Scripting	To be provided by Client

\*Definition of a submitted account: The S & D MARKETING, INC. representative will secure an agreement by the customer to participate in the program with SES. SDMI will capture the customer's Peoples and North Shore Gas account number/s and meter numbers, contact name, address, home phone number, fax number, email address and a transcribable time and date stamped taped confirmation of said agreement. SDMI shall deliver the data and tapes to Client for payment as described in this agreement. Final payment will only be made for accounts for which SES has received notification of acceptance from Peoples and North Shore Gas of the account acceptance into the Choices for You Program. Accounts that cancel within 60 days of submittal will not be eligible for payment. Accounts initially rejected by Peoples and North Shore Gas will be returned to SDMI to correct the problem. If the problem has not been corrected, resubmitted and accepted by Peoples and North Shore Gas within 30 days of initial rejection, account will not be eligible for payment and SES has no further liability to Company related to this account.

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## TELEMARKETING AGREEMENT

between ENERGY MARKETING GROUP and SANTANNA ENERGY SERVICES (SES)

When executed by all parties in the space provided below THIS AGREEMENT entered into this <sup>17</sup> ~~May~~ <sup>June</sup> 2002, between ENERGY MARKETING GROUP ("Company"), 140 Island Way, Suite 300, Clearwater, Florida 33767 and SANTANNA ENERGY SERVICES ("Client"), 6907 Capital of Texas Highway, Suite 332, Austin, TX 78731, under which ENERGY MARKETING GROUP agrees to perform telemarketing services on the following terms and conditions:

1. ENERGY MARKETING GROUP shall provide the telephone equipment, facilities, and personnel necessary to execute the described telemarketing program exclusively for Client for this specific program. ENERGY MARKETING GROUP will not telemarket for a competitor of Client's in this marketplace while telemarketing for Client. Client will not contract any other telemarketing firm, or agents, operating from either the '727' or '813' area code other than those firms or agents already contracted as of the date of this agreement.
2. The telemarketing program shall <sup>ASA, R. L. R. A.</sup> consist of calling into the Nicor Gas service area to a commercial and industrial (C&I) prospect database for the purpose of converting them to Client's program and obtaining certain information.
3. Client will provide leads. Leads will provide name of prospect, address and telephone number.
4. Calling is scheduled to begin on May 6, 2002, and continue indefinitely.
5. ENERGY MARKETING GROUP shall report electronically the results of the program on a daily basis to Client and require electronic confirmation of receipt. Reports will be designed and created by Client. Calling activity will take place between 8 a.m. and 9 p.m. CST, Monday - Friday, and 10 a.m. and 6 p.m. CST on Saturday. Reporting format will be a spreadsheet provided by Santanna. Daily reconciliation between submitted and billable accounts will take place daily, activity will be reported by 1:00 p.m. CST the following day.
6. The fees for ENERGY MARKETING GROUP to perform the telemarketing program are identified on Exhibit "A" to this agreement. Client will receive billing weekly for all accounts submitted up to the billing date. Client shall pay within 7 working days of receipt of billing.
7. ENERGY MARKETING GROUP Telephone Sales Representatives shall conduct themselves in a professional manner and in the best interests of the Client at all times, and shall use their best efforts to be knowledgeable in the details of the Client's telemarketing program as well as in overall aspects of the Client's organization.
8. The parties agree that the information exchanged as part of this agreement shall be treated as proprietary and confidential information including, but not limited to, names, lists, and telephone numbers.

9. All scripts and responses created through the program are the sole property of the Client. Scripts shall be prepared by the Client. ENERGY MARKETING GROUP will record each customer order and time and date stamped recorded conversations will be shipped on a weekly basis (or as required by Client), including the database that details where each customer verification can be found. Recordings will be of sufficient quality that an experienced transcriber can transcribe continuously. ENERGY MARKETING GROUP will refund SES for taped confirmations that are not transcribable.
10. ENERGY MARKETING GROUP shall not be liable to Client for its failure to perform under this agreement in an amount in excess of the sums paid ENERGY MARKETING GROUP by Client for the services rendered. In no event shall ENERGY MARKETING GROUP be liable for any special, indirect, or consequential damages including specifically, but without limitations, loss of anticipated profits, loss of use, loss of revenue, cost of replacement services, claims of customers or any third parties or damages resulting from the services provided by ENERGY MARKETING GROUP.
11. This agreement will be binding upon ENERGY MARKETING GROUP and Client only when signed by a duly authorized officer of ENERGY MARKETING GROUP and Client respectively. Either party may cancel this agreement by giving 24-hour notice.
12. If any provision of this agreement is declared invalid or unenforceable by any Court of competent jurisdiction, this agreement shall be considered divisible as to such provision and all other provisions of this agreement shall remain in full force and effect.
13. This agreement and the exhibits and attachments thereto shall be governed by the laws of the State of Illinois and constitute the complete statement of the agreement between Client and ENERGY MARKETING GROUP with respect to the services to be provided. No representation or statements not contained in this agreement shall be binding upon either party. The foregoing terms and conditions shall prevail notwithstanding any variance to the terms and conditions by an order submitted by Client.
14. Client represents and warrants to ENERGY MARKETING GROUP that all scripts approved by Client completely and accurately describe the products and/or services being offered to the prospects pursuant to the solicitations to be made by ENERGY MARKETING GROUP under this agreement, and that all such scripts and product descriptions comply with all applicable federal, state and local laws, rules, regulations and ordinances. Company agrees to adhere to client approved scripts and not deviate in a manner that alters the authorized offer. ENERGY MARKETING GROUP shall monitor and assure that the representations of its staff to prospective clients, and all others, are accurate representations of the program furnished and approved by Santanna.

15. Client represents and warrants to ENERGY MARKETING GROUP that Client is fully authorized to provide the products and/or services being offered to the prospects pursuant to the solicitations to be made by ENERGY MARKETING GROUP under this agreement. Client further represents and warrants to ENERGY MARKETING GROUP that all products and/or services to be provided by Client to the prospects will fully comply with all applicable federal, state and local laws, rules and regulations.

16.

**Notice to ENERGY MARKETING GROUP:**

ENERGY MARKETING GROUP  
140 Island Way, Suite 300  
Clearwater, Florida 33767

**Notice to Client:**

Santanna Energy Services  
6907 Capital of Texas Highway, Ste. 332  
Austin, TX 78731

17. It is expressly understood that ENERGY MARKETING GROUP is an independent contractor and that no employment relationships exist between ENERGY MARKETING GROUP and Client. Accordingly, Client and ENERGY MARKETING GROUP shall have no liability whatever with respect to any employee of the other party.

18. ENERGY MARKETING GROUP agrees to handle all data provided to it with care and maintain security and confidentiality where all data is concerned. This includes new elements of data secured through the phone call activity. ENERGY MARKETING GROUP will format all data used in the project and transmit to client per their requirements. Samples of data formats will be provided as soon as possible.

**ACCEPTED AND AGREED TO:**  
**ENERGY MARKETING GROUP**

By: 

Title: President

Date: 5/3/02

**ACCEPTED AND AGREED TO:**  
**SANTANNA ENERGY SERVICES**

By: 

Title: V.P.

Date: 5/3/02

## EXHIBIT "A"

Set up Charge, non-recurring (Outbound)	Waived
Telephone Calling	\$65.00 per account submitted (C & P) \$ 25.00 <del>per account submitted</del> (LIS)
Faxing of Customer information	No charge
List Purchase	To be provided by Client
Training	Included
Transportation	At ENERGY MARKETING GROUP
Clerical	Waived
Telephone Sales Representatives Training	Included
Scripting	To be provided by Client

\*Definition of a submitted account: The ENERGY MARKETING GROUP representative will secure an agreement by the customer to participate in the program with SES. ENERGY MARKETING GROUP will capture the customer's Nicor Gas account number/s and meter numbers, contact name, address, home phone number, fax number, email address and a transcribable time and date stamped taped confirmation of said agreement. ENERGY MARKETING GROUP shall deliver the data and tapes to Client for payment as described in this agreement. Customers with multiple locations who have multiple Nicor Gas customer account numbers will count as a sale for each account number. Multiple accounts at a single or sequential address will count as one sale. Final payment will only be to accounts that SES has approved as a customer by Nicor Gas. Accounts that cancel within 60 days of submittal will not be eligible for payment. Accounts initially rejected by Nicor Gas will be returned to ENERGY MARKETING GROUP to correct problem, if problem has not been corrected, resubmitted and accepted by Nicor Gas within 30 days of initial rejection, account will not be eligible for payment.

A handwritten signature and the initials 'CH' inside a circle.



*Rel. 4/14*

## TELEMARKETING AGREEMENT

between CONSUMER SALES SOLUTIONS, INC., (CSS) and SANTANNA ENERGY SERVICES (SES)

When executed by all parties in the space provided below THIS AGREEMENT entered into this 8<sup>th</sup> day of April 2002, between CONSUMER SALES SOLUTIONS, INC., ("Company"), 537 Douglas Ave, Suite 1, Dunedin, FL 34698, and SANTANNA ENERGY SERVICES ("Client"), 6907 Capital of Texas Highway, Suite 332, Austin, TX 78731, under which CONSUMER SALES SOLUTIONS, INC., agrees to perform telemarketing services on the following terms and conditions:

1. CONSUMER SALES SOLUTIONS, INC., shall provide the telephone equipment, facilities, and personnel necessary to execute the described telemarketing program exclusively for Client for this specific program. CSS will not telemarket for a competitor of Client's in this marketplace while telemarketing for Client.
2. The telemarketing program shall consist of calling into the Peoples and North Shore Gas service area to a residential prospect database for the purpose of converting them to Client's program and obtaining certain information.
3. Client will provide leads. Leads will provide name of prospect, address and telephone number.
4. Calling is scheduled to begin on May 1, 2002, and will continue indefinitely.
5. CONSUMER SALES SOLUTIONS, INC., shall report electronically the results of the program on a daily basis to Client and require electronic confirmation of receipt. Reports will be designed and created by Client. Calling activity will take place between 5 p.m. and 9 p.m. CST, Monday - Friday, and 10 a.m. and 6 p.m. CST on Saturday. Reporting format will be a spreadsheet provided by Santanna. Daily reconciliation between submitted and billable accounts will take place daily. Daily activity will be reported by 10:00 a.m. CST the following day.
6. The fees for CONSUMER SALES SOLUTIONS, INC., to perform the telemarketing program are identified on Exhibit "A" to this agreement. Client will receive billing weekly for all billable accounts submitted up to the billing date. If for any reason Client cannot get CSS the answers from the Utility, CSS will invoice Client on orders submitted and "true up" once Client provides CSS with Utility answers. This is known as a "work in progress invoice". Client shall pay within 7 working days of receipt of billing via wire transfer.
7. CONSUMER SALES SOLUTIONS, INC., Telephone Sales Representatives shall conduct themselves in a professional manner and in the best interests of the Client at all times, and shall use their best efforts to be knowledgeable in the details of the Client's telemarketing program as well as in overall aspects of the Client's organization.
8. The parties agree that the information exchanged as part of this agreement shall be treated as proprietary and confidential information including, but not limited to, names, lists, and telephone numbers.

SES ICC 386

9. All scripts and responses created through the program are the sole property of the Client. Scripts shall be prepared by the Client. CSS will record each customer order and time and date stamped recorded conversations will be shipped on a weekly basis (or as required by Client), including the database that details where each customer verification can be found. Recordings will be of sufficient quality that an experienced transcriber can transcribe continuously. CSS will refund SES for taped confirmations that are not transcribable.
10. CONSUMER SALES SOLUTIONS, INC., shall not be liable to Client for its failure to perform under this agreement in an amount in excess of the sums paid CONSUMER SALES SOLUTIONS, INC., by Client for the services rendered. In no event shall CONSUMER SALES SOLUTIONS, INC., be liable for any special, indirect, or consequential damages including specifically, but without limitations, loss of anticipated profits, loss of use, loss of revenue, cost of replacement services, claims of customers or any third parties or damages resulting from the services provided by CONSUMER SALES SOLUTIONS, INC.
11. This agreement will be binding upon CONSUMER SALES SOLUTIONS, INC., and Client only when signed by a duly authorized officer of CONSUMER SALES SOLUTIONS, INC., and Client respectively. Either party may cancel this agreement by giving 24-hour notice.
12. If any provision of this agreement is declared invalid or unenforceable by any Court of competent jurisdiction, this agreement shall be considered divisible as to such provision and all other provisions of this agreement shall remain in full force and effect.
13. This agreement and the exhibits and attachments thereto shall be governed by the laws of the State of Illinois and constitute the complete statement of the agreement between Client and CONSUMER SALES SOLUTIONS, INC., with respect to the services to be provided. No representation or statements not contained in this agreement shall be binding upon either party. The foregoing terms and conditions shall prevail notwithstanding any variance to the terms and conditions by an order submitted by Client.
14. Client represents and warrants to CONSUMER SALES SOLUTIONS, INC., that all scripts approved by Client completely and accurately describe the products and/or services being offered to the prospects pursuant to the solicitations to be made by CONSUMER SALES SOLUTIONS, INC., under this agreement, and that all such scripts and product descriptions comply with all applicable federal, state and local laws, rules, regulations and ordinances. Company agrees to adhere to client approved scripts and not deviate in a manner that alters the authorized offer. CONSUMER SALES SOLUTIONS, INC., shall monitor and assure that the representations of its staff to prospective clients, and all others, are accurate representations of the program furnished and approved by Santanna.



15. Client represents and warrants to CONSUMER SALES SOLUTIONS, INC., that Client is fully authorized to provide the products and/or services being offered to the prospects pursuant to the solicitations to be made by CONSUMER SALES SOLUTIONS, INC., under this agreement. Client further represents and warrants to CONSUMER SALES SOLUTIONS, INC., that all products and/or services to be provided by Client to the prospects will fully comply with all applicable federal, state and local laws, rules and regulations.

16.

Notice to CSS:  
CONSUMER SALES SOLUTIONS, INC.  
537 Douglas Ave, Suite 1  
Dunedin, FL 34698

Notice to Client:  
Santanna Energy Services  
6907 Capital of Texas Highway, Ste. 332  
Austin, TX 78731

17. It is expressly understood that CONSUMER SALES SOLUTIONS, INC., is an independent contractor and that no employment relationships exist between CONSUMER SALES SOLUTIONS, INC., and Client. Accordingly, Client and CONSUMER SALES SOLUTIONS, INC., shall have no liability whatever with respect to any employee of the other party.

18. CONSUMER SALES SOLUTIONS, INC., agrees to handle all data provided to it with care and maintain security and confidentiality where all data is concerned. This includes new elements of data secured through the phone call activity. CONSUMER SALES SOLUTIONS, INC., will format all data used in the project and transmit to client per client's requirements. Samples of data formats will be provided as soon as possible.

ACCEPTED AND AGREED TO:  
CONSUMER SALES SOLUTIONS, INC.

By: 

Title: CEO

Date: 4-11-02

ACCEPTED AND AGREED TO:  
SANTANNA ENERGY SERVICES

By: 

Title: 

Date: 4/12/02

SES ICC 388

04/12/2002 13:47 727-733-8516

PAGE 05

**EXHIBIT "A"**

Set up Charge, non-recurring (Outbound)	Waived
Telephone Calling	\$30.00 per account submitted*
Faxing of Customer Information	No charge
List Purchase	To be provided by Client
Training	Included
Transportation	At CONSUMER SALES SOLUTIONS, INC.
Clerical	Waived
Telephone Sales Representatives Training	Included
Scripting	To be provided by Client

\*Definition of a submitted account: The CONSUMER SALES SOLUTIONS, INC., representative will secure an agreement by the customer to participate in the program with SES. CSS will capture the customer's Peoples and North Shore Gas account numbers and meter numbers, contact name, address, home phone number, fax number, email address (if customer will provide) and a transcribable time and date stamped taped confirmation of said agreement. CSS shall deliver the data and tapes to Client for payment as described in this agreement. Final payment will only be made for accounts for which SES has received notification from Peoples and North Shore Gas of the account acceptance into the Residential Choices For You Program. Accounts that cancel within 60 days of submittal will not be eligible for payment. Accounts initially rejected by Peoples and North Shore Gas will be returned to CSS to correct the problem. If the problem has not been corrected, resubmitted and accepted by Peoples and North Shore Gas within 30 days of initial rejection, account will not be eligible for payment and SES has no further liability to Company related to this account.

A \$5.00 per accepted account bonus will be paid on all accounts if over each new 30 day period from the LDC start of the program, the total exceeds 8,000 LDC accepted accounts.



CSS - Peoples North Shore Telemarketing Agreement 4-8-02

4/22 - 5/19 2AS  
4/22 - 5/21 SHIT

SES ICC 389

*done**ART signed  
ACI***TELEMARKETING AGREEMENT**

between CONSUMER SALES SOLUTIONS, INC., (CSS) and SANTANNA ENERGY SERVICES (SES)

When executed by all parties in the space provided below THIS AGREEMENT entered into this 8 January 2002, between CONSUMER SALES SOLUTIONS, INC., ("Company"), 537 Douglas Ave, Suite 1, Dunedin, FL 34698, and SANTANNA ENERGY SERVICES ("Client"), 6907 Capital of Texas Highway, Suite 332, Austin, TX 78731, under which CONSUMER SALES SOLUTIONS, INC., agrees to perform telemarketing services on the following terms and conditions:

1. CONSUMER SALES SOLUTIONS, INC., shall provide the telephone equipment, facilities, and personnel necessary to execute the described telemarketing program exclusively for Client for this specific program. CSS will not telemarket for a competitor of Client's in this marketplace while telemarketing for Client.
2. The telemarketing program shall consist of calling into the Nicor Gas service area to a residential prospect database for the purpose of converting them to Client's program and obtaining certain information.
3. Client will provide leads. Leads will provide name of prospect, address and telephone number.
4. Calling is scheduled to begin on March 1, 2002, but may begin as early as February 15, 2002, and continue indefinitely. Client will provide final start date.
5. CONSUMER SALES SOLUTIONS, INC., shall report electronically the results of the program on a daily basis to Client and require electronic confirmation of receipt. Reports will be designed and created by Client. Calling activity will take place between 5 p.m. and 8 p.m. CST, Monday - Friday, and 10 a.m. and 6 p.m. CST on Saturday. Reporting format will be a spreadsheet provided by Santanna. Daily reconciliation between submitted and billable accounts will take place daily, activity will be reported by 10:00 a.m. CST the following day.
6. The fees for CONSUMER SALES SOLUTIONS, INC., to perform the telemarketing program are identified on Exhibit "A" to this agreement. Client will receive billing weekly for all accounts submitted up to the billing date. If for any reason Client cannot get CSS the answers from the Utility, CSS will invoice Client on orders submitted and "true up" once Client provides CSS with Utility answers. This is known as a "work in progress invoice. Client shall pay within 7 working days of receipt of billing via wire transfer.
7. CONSUMER SALES SOLUTIONS, INC., Telephone Sales Representatives shall conduct themselves in a professional manner and in the best interests of the Client at all times, and shall use their best efforts to be knowledgeable in the details of the Client's telemarketing program as well as in overall aspects of the Client's organization.
8. The parties agree that the information exchanged as part of this agreement shall be treated as proprietary and confidential information including, but not limited to, names, lists, and telephone numbers.

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9. All scripts and responses created through the program are the sole property of the Client. Scripts shall be prepared by the Client. CSS will record each customer order and time and date stamped recorded conversations will be shipped on a weekly basis (or as required by Client), including the database that details where each customer verification can be found. Recordings will be of sufficient quality that an experienced transcriber can transcribe continuously. CSS will refund SES for taped confirmations that are not transcribable.
10. CONSUMER SALES SOLUTIONS, INC., shall not be liable to Client for its failure to perform under this agreement in an amount in excess of the sums paid CONSUMER SALES SOLUTIONS, INC., by Client for the services rendered. In no event shall CONSUMER SALES SOLUTIONS, INC., be liable for any special, indirect, or consequential damages including specifically, but without limitations, loss of anticipated profits, loss of use, loss of revenue, cost of replacement services, claims of customers or any third parties or damages resulting from the services provided by CONSUMER SALES SOLUTIONS, INC.
11. This agreement will be binding upon CONSUMER SALES SOLUTIONS, INC., and Client only when signed by a duly authorized officer of CONSUMER SALES SOLUTIONS, INC., and Client respectively. Either party may cancel this agreement by giving 24-hour notice.
12. If any provision of this agreement is declared invalid or unenforceable by any Court of competent jurisdiction, this agreement shall be considered divisible as to such provision and all other provisions of this agreement shall remain in full force and effect.
13. This agreement and the exhibits and attachments thereto shall be governed by the laws of the State of Illinois and constitute the complete statement of the agreement between Client and CONSUMER SALES SOLUTIONS, INC., with respect to the services to be provided. No representation or statements not contained in this agreement shall be binding upon either party. The foregoing terms and conditions shall prevail notwithstanding any variance to the terms and conditions by an order submitted by Client.
14. Client represents and warrants to CONSUMER SALES SOLUTIONS, INC., that all scripts approved by Client completely and accurately describe the products and/or services being offered to the prospects pursuant to the solicitations to be made by CONSUMER SALES SOLUTIONS, INC., under this agreement, and that all such scripts and product descriptions comply with all applicable federal, state and local laws, rules, regulations and ordinances. Company agrees to adhere to client approved scripts and not deviate in a manner that alters the authorized offer. CONSUMER SALES SOLUTIONS, INC., shall monitor and assure that the representations of its staff to prospective clients, and all others, are accurate representations of the program furnished and approved by Santanna.